

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA**

1.	BETTY RALEIGH,)	
	Plaintiff,)	
)	
v.)	Case No. 12-CV-23-CVE-FHM
)	
2.	CUNA MUTUAL)	
	INSURANCE SOCIETY,)	
	A Wisconsin Corporation.)	
	Defendant.)	Jury Trial Demanded

COMPLAINT

COMES NOW the Plaintiff, Betty Raleigh, and for her cause of action against the Defendant would allege and state as follows:

1. The Plaintiff is a resident of Rogers County, State of Oklahoma.
2. The Defendant, CUNA Mutual Insurance Society (hereinafter “CUNA”) is a foreign insurance company with its principal place of business in a state other than Oklahoma but at all times relevant herein regularly and continually doing business within the State of Oklahoma, including, but not limited to, Tulsa County.
3. That the acts which give rise to this action occurred in Rogers County, Oklahoma.
4. That complete diversity exists pursuant to 28 U.S.C. §1332, and venue is proper pursuant to 28 U.S.C. §1391.
5. That on or about the January 1, 2005, the Plaintiff’s husband Donald Raleigh contracted with CUNA for Accidental death & Dismemberment coverage (see Exhibit “A”- Certificate #T8220912) for a quarterly premium of \$45.00.
6. Said certificate of insurance provided \$100,000.00 in coverage up to age 70, and \$50,000.00 in coverage thereafter in the event of accidental death. The Certificate also states

“Your coverage will stop automatically...following your written request to terminate coverage...”

7. That Donald Raleigh died in a motor vehicle accident on June 24, 2011. Plaintiff made a claim to CUNA on July 20, 2011. Defendant created a claim file to investigate Plaintiffs’ losses. Plaintiffs submitted all necessary information and documentation to Defendant proving the Decedent’s death was a result of an accident.

8. Plaintiff was notified by CUNA by letter dated August 1, 2011 that the decedent Donald Raleigh cancelled his coverage via a telephone call and such cancellation was effective October 1, 2009. (See Exhibit “B”)

9. Defendant was placed on demand to pay under the certificate, or to prove that such cancellation occurred. To date, Defendant has taken no action, and can provide no documentation of the certificate being cancelled.

10. At all relevant times, Defendant CUNA owed Plaintiff the duty to deal fairly and act in good faith in handling their claim and providing insurance according to the terms of the certificate.

11. Defendant CUNA violated this duty of good faith and fair dealing by dealing unreasonably and in bad faith, by cancelling the certificate by an alleged telephone call, in violation of its own contractual terms, and refusing to pay Plaintiffs any amount for a valid claim under the policy.

12. Defendant CUNA after further investigation, failed to produce any evidence that the certificate was cancelled by the insured, and has no reasonable grounds for the refusal to pay Plaintiffs under the policy, all in violation of Defendant’s duty.

13. Defendant CUNA breached the contract with its insured by cancelling the certificate from an alleged telephone call, in violation of its own contractual terms, and refusing to pay Plaintiffs any amount for a valid claim under the policy.

14. As a result of Defendant's egregious and unreasonable actions, Plaintiffs have sustained damages, which Plaintiffs are entitled to recover from Defendant, including exemplary and or punitive damages and attorney fees and costs of the action for breach of contract.

WHEREFORE, Plaintiff prays for judgment against Defendant in this action for a sum in excess of the requisite amount for diversity jurisdiction of \$75,000.00, including compensatory and punitive damages, plus attorney's fees and costs incurred, and any other relief which this Court deems appropriate.

Respectfully Submitted,
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